

STATE OF GEORGIA,
COUNTY OF FULTON.

THIS INDENTURE OF LEASE, made and entered into this 28 day of December, 1979, by and between ATLANTA LANDMARKS, INC., a Georgia corporation (hereinafter referred to as "Lessor") and JOE G. PATTEN, of Fulton County, Georgia (hereinafter referred to as "Lessee").

W I T N E S S E T H T H A T:

Whereas the Board of Trustees of Lessor has considered carefully the opportunity to have improved and utilized, at no expense to Lessor, an area of the Fox Theatre Building which has deteriorated over the years and which at present has little or no productive value for Lessor or the public; and

Whereas the Board of Trustees is convinced that, in addition to those concrete benefits, the overall protection and security of this National Historic Landmark will be enhanced by the continuing occupancy thereof as provided herein.

ARTICLE I.

GRANT AND TERM OF LEASE

1.1. Now Therefore, for the rent and upon the terms and conditions hereinafter stated, Lessor does let and lease unto Lessee and Lessee does let and lease from Lessor the property described in Exhibit "A" attached hereto

and by this reference made a part hereof. (Said property is hereinafter referred to as the "Leased Space". The Leased Space together with the Improvements (as defined in Article V) and together with all other improvements now or hereafter placed thereon is hereinafter referred to as the "Premises".

1.2. TO HAVE AND TO HOLD the Leased space and the Premises, together with all privileges and appurtenances thereunto belonging or appertaining, unto Lessee for the full term of this Lease in accordance with the terms and provisions of this Lease.

1.3. The term of this Lease shall commence on the date hereof and, unless sooner terminated pursuant to the provisions of Articles VI, VII, VIII, IX or XII hereof, shall continue until 5 o'clock P.M., local Atlanta, Georgia time, on the sixtieth day following the date of death of Joe G. Patten.

ARTICLE II.

COVENANTS OF QUIET ENJOYMENT

2.1. Lessor covenants, warrants and represents that Lessor has full right and power to execute and perform this Lease and to grant the estate devised herein and further covenants that Lessee, paying the rent hereby reserved and performing and observing the several covenants by Lessee to be kept and performed hereunder may peaceably hold and enjoy the Premises with exclusive control and possession thereof during the full term of this Lease, subject only to the terms and provisions of this Lease.

ARTICLE III.

RENT

3.1. Lessee accepts this Lease and, as full and advance payment of the entire rent due and to become due hereunder for the full term of this Lease, shall cause the Improvements (as defined in Article V) to be constructed in accordance with the provisions of said Article V and, in addition, shall, within 60 calendar days following the full and final completion of such construction, pay in full the cost of construction of the Improvements.

3.2. The rent as above stipulated shall be completely net rent to Lessor, and, except as set forth in Articles VI, VII, VIII and X, Lessor during the term of this Lease is to have no cost, obligation, responsibility or liability whatsoever for repairing, maintaining or operating the Premises.

3.3. The Fox Theatre Building and the land upon which it is located (collectively, the "Theatre Property") of which Building the Leased Space is a part are currently exempt from ad valorem property taxes and both Lessor and Lessee contemplate that such exempt status will continue throughout the term of this Lease. However, should there, during the term of this Lease, be assessed against the Leased Space or the Premises any such property tax or any other taxes, then Lessee, as a part of the consideration for the Premises, shall pay to the public officer charged with the collection thereof, before the same shall become delinquent, and shall indemnify and save harmless the Lessor from, all taxes of any nature or kind whatsoever which may be fixed, charged, levied, assessed or otherwise imposed upon the Premises, as presently improved or as the same may be hereafter improved by Lessee under the terms of

this Lease, with the exception that such taxes, if any, for the first and last years of the term shall be prorated as of the date of commencement and of termination of the term of this Lease. Should such taxes be levied upon the Theatre Property including the Premises, rather than on the Premises alone, then Lessor and Lessee shall allocate such taxes equitably between the Premises and the remainder of the Theatre Property which is subjected to such taxes, and Lessee shall pay the portion so allocated to the Premises; in making such allocation, the parties shall take into account, in a reasonable way, the relative values, square footages, types of use (residential or commercial) of the Premises and the remainder of the Theatre Property, as well as other relevant factors.

Unless Lessor shall hereafter request Lessee to do so, Lessor shall make to the proper authorities all required tax returns relating to the Theatre Property including the Premises.

Lessee shall return for property tax purposes, and shall pay the applicable property taxes (if any) on, all of Lessee's personal property located in or about the Premises.

Upon request, Lessee shall furnish to Lessor a copy of receipts showing payment of any taxes Lessee is required hereunder to pay.

3.4. Any contest or dispute with respect to the imposition or amount of any tax shall be the sole and exclusive province of Lessor, and Lessee shall have no right or authority hereunder or otherwise to institute any such contest or dispute, or to deal with the tax authorities.

3.5. Except for those utilities to be furnished by Lessor as hereinafter provided, Lessee shall, during the term of this Lease, pay all

utility bills including, but not limited to, bills for water, sewer, electricity, gas and telephone.

3.6. In case of any default by Lessee in the payment of any taxes, or the payment of premiums of insurance, or the payment of any other amounts provided by this Lease to be paid by Lessee or in procuring insurance as provided in this Lease, Lessor may, on behalf of Lessee, make such payment or payments or procure any such insurance, and Lessee covenants thereupon on demand to reimburse and pay Lessor any amount reasonably so paid or expended, which obligation to reimburse and pay shall survive any termination of this Lease.

3.7. Any amounts payable hereunder by Lessee to Lessor and not paid when due shall bear interest at the rate of Nine percent (9%) per annum. If any sums herein stipulated to be paid by Lessee are collected by suit or upon demand of any attorney, Lessee agrees to pay reasonable attorney's fees.

ARTICLE IV.

USE OF PREMISES

4.1. The Premises shall be used by Lessee for residential purposes and for no other purposes. They shall not be used in violation of any restrictions on the use of the Premises, whether pursuant to zoning laws or the limitations under any deeds; nor shall the Premises be used in violation of any laws, ordinances or regulations of any governmental body, nor so as to create a nuisance; nor shall the Premises be used in any manner which will interfere with Lessor's use of adjacent and other areas of the Theatre Property. Lessee accepts the Leased Space in its present condition and as

suited for his proposed use thereof; Lessee also accepts the Leased Space with knowledge of the activities carried on in adjacent and other areas of the Theatre Property and acknowledges and agrees that he shall have no complaint or claim against Lessor or anyone else on account thereof.

ARTICLE V.

IMPROVEMENTS

5.1. Lessee shall, on or before March 31, 1980 (as such date may be extended pursuant to the force majeure provisions of Section 18.3 hereof) and at his sole cost and expense, construct and complete, or cause to be constructed and completed, in, upon and within the Leased Space the improvements (referred to in this Lease as the "Improvements") as described and provided in those plans and specifications (the "Plans and Specifications") described in Exhibit "B" attached hereto and made a part hereof; the Plans and Specifications have been reviewed and approved by Lessor's Architectural Committee. The Improvements shall be constructed of good materials in a good and workmanlike manner in accordance with all applicable laws, ordinances and regulations of every duly constituted authority having jurisdiction thereof and shall have a Cost of Construction (as hereinafter defined) of not less than \$50,000.00. For the purposes hereof, the term "Cost of Construction" is hereby defined to include, in addition to those costs and expenses normally contemplated by such term, all amounts paid by Lessee to his architects and designers, all amounts paid to his general contractor, all amounts paid to all subcontractors or suppliers which Lessee shall pay directly and all engineering and legal costs.

5.2. Lessor recognizes that, in order to construct the Improvements in accordance with the Plans and Specifications, Lessee will be required to make both structural and nonstructural alterations in and to the Leased Space and in and to portions of the Theatre Property adjacent to the Leased Space, and Lessor hereby grants Lessee the right, at any time after the commencement of the term of this Lease and continuing until the date by which, pursuant to the foregoing, Lessee is required to complete construction of the Improvements, to make such alterations; Lessee shall own and dispose of any salvage and debris resulting from such alterations other than salvage and debris which have value in connection with the architecture or history of the Theatre Property, all of which shall remain the property of Lessor.

5.3. After construction of the Improvements, Lessee shall make to the Premises no alterations, either structural or non-structural, without the prior approval either of (i) the Architectural Committee of Lessor (which Committee shall have as two of its members for this purpose John A. Busby, Jr. and Preston Stevens, Jr. so long as they are members of the Board of Trustees of Lessor) or (ii) the Board of Trustees of Lessor.

5.4. In the construction, erection, repair, alteration or change of the Improvements hereunder, Lessee shall comply with all applicable laws, rules, ordinances and regulations of the United States, of the State of Georgia and of the City of Atlanta, and Lessee shall save Lessor harmless from all penalties, costs and damages resulting from any failure of Lessee to do so.

5.5. Lessee shall pay, currently as they become due, all bills for labor and materials, for architect's and contractor's fees and for all other

expenses incident to the construction and completion of the Improvements: provided, however, that Lessee shall have the right, in good faith, to contest any such bills, fees and expenses and shall be obligated to pay for such contested items only if and when finally determined to be due by Lessee.

5.6. The Improvements shall be erected and completed free of all liens and claims of all contractors, subcontractors, mechanics, laborers and materialmen, or all other persons whomsoever. Lessee shall, however, have the right, in good faith, to contest the validity and amount of any such items and shall be obligated to pay the same only if and when finally determined to be due.

5.7. If a mechanic's or materialman's lien be filed against the Premises or the Theatre Property for, or purporting to be for, labor or material alleged to have been furnished, or to be furnished, to or for the Lessee, Lessee shall forthwith pay or bond and discharge the same.

5.8. Nothing contained in this Lease shall constitute or be construed as permission, authority or consent from or by Lessor for Lessee to cause any improvements whatsoever to be made to the Leased Land in Lessor's name or for Lessor's account.

5.9. Upon completion of the Improvements and payment by Lessee of the cost thereof as above provided, the Improvements shall become and thereafter be the sole property of Lessor, and title thereto shall automatically and without further act of the parties vest in Lessor; provided, however, that the right and title of Lessor therein and thereto shall be subject to the rights of Lessee under this Lease.

5.10. Upon termination of this Lease, Lessee shall surrender the Premises to Lessor in a good state of repair, normal wear and tear, casualty and condemnation excepted.

ARTICLE VI.

REPAIR OF PREMISES

6.1. After completion of the Improvements, Lessee shall at his expense maintain the Premises in a good state of repair during the term of this Lease except for (a) normal wear and tear, casualty and condemnation; and (b) maintenance and repair of the roof (including domes) of the Theatre Property, the foundations of the Theatre Property, the exterior walls of the Theatre Property and the structural members of the Theatre Property, the maintenance and repair of all of which shall be the sole obligation of Lessor but only to the extent that such maintenance and repair affect the safety and tenantability of the Premises. Should Lessor fail to make those repairs required of it hereunder, Lessee may, but shall not be obligated to, make such repairs at Lessee's expense.

6.2. Lessee, at Lessee's own expense, shall promptly comply with all requirements of any legally constituted public authority relating to the Premises and made necessary by reason of Lessee's use or occupancy of the Premises. Lessor shall promptly comply with any such requirements relating to the Premises if not made necessary by reason of Lessee's use or occupancy of the Premises. If, in order to comply with such requirements, the cost to Lessor or Lessee, as the case may be, shall exceed \$5,000.00, then the party which is obligated to comply with such requirements shall have the right to

terminate this Lease by giving written notice of such termination to the other party, which termination shall become effective 60 days after giving of such notice and which notice shall eliminate the necessity of compliance with such requirements by the party giving such notice unless the party receiving such notice of termination shall, before termination becomes effective, pay to the party giving notice all costs of compliance in excess of \$5,000.00, or secure payment of said sum in a manner satisfactory to the party giving notice.

6.3. Lessor shall have the right to enter the Premises at reasonable times in order to carry out its maintenance and repair obligations hereunder. Lessee shall have the right to enter other parts of the Theatre Property at reasonable times as necessary in order to carry out his maintenance and repair obligations hereunder.

6.4. In making repairs hereunder, Lessee shall abide by the provisions of Section 5.4, 5.5, 5.6, 5.7 and 5.8 hereof.

ARTICLE VII.

DAMAGE TO OR DESTRUCTION OF THE PREMISES - INSURANCE

7.1. Until the Improvements have been completed, Lessee shall, at his expense, carry builder's risk insurance covering construction of the Improvements or, if the premium expense is less, shall pay the cost of adding such coverage to the hazard insurance coverage now carried by Lessor on the Theatre Property.

Should, prior to the completion of the Improvements, the Improvements be damaged or destroyed by a casualty covered by such builder's risk insurance, Lessee or Lessor (whichever receives the proceeds) shall use

the proceeds of said insurance to restore and complete the Improvements in accordance with the Plans and Specifications and, if said proceeds are insufficient therefor, Lessee shall pay any deficiency.

7.2. Should, prior to completion of the Improvements, the improvements now located on the Theatre Property be destroyed or substantially damaged, or should such improvements be damaged in a way which adversely affects or endangers the Leased Space, the Improvements or access thereto, or the utilities therefor, then: (a) if the improvements now located on the Theatre Property are destroyed or substantially damaged and Lessor through its Board of Trustees determines not to replace or restore said improvements, then Lessor shall have no obligation to replace or restore the Leased Space, and this Lease shall terminate on the thirtieth calendar day following the date of such determination; (b) if said improvements are destroyed or substantially damaged and Lessor through its Board of Trustees determines to replace and restore said improvements, then Lessor shall at its sole expense likewise promptly replace and restore the Leased Space and the Improvements as nearly as possible to their condition immediately prior to such destruction; and (c) if the improvements now located on the Theatre Property are damaged in a way which adversely affects or endangers the Leased Space or access thereto or the utilities therefor, then Lessor shall at its expense promptly repair and restore that portion of said improvements now located on the Theatre Property which are so damaged, including the Leased Space.

7.3. Commencing upon the passage to Lessor of title to the Improvements, Lessee at Lessee's expense shall keep the Premises insured in a responsible company or companies doing business in the State of Georgia to the

full insurable value thereof against loss or damage by fire and by the perils ordinarily covered by an extended coverage endorsement. Should, after passage to Lessor of title to the Improvements, the improvements located on the Theatre Property be destroyed or substantially damaged, or should such improvements be damaged in a way which adversely affects or endangers the Premises or access thereto, or the utilities therefor, then: (a) if the improvements now located on the Theatre Property are destroyed or substantially damaged and Lessor through the favorable vote of a majority of the membership of its Board of Trustees determines not to replace or restore said improvements, then the Premises shall not be restored, Lessee shall retain all proceeds of said insurance and this Lease shall terminate on the thirtieth calendar day following the date of such determination; (b) if said improvements are destroyed or substantially damaged and Lessor through the favorable vote of a majority of the membership of its Board of Trustees determines to replace and restore said improvements, then Lessee shall, using the proceeds of said insurance, likewise promptly replace and restore the Premises as nearly as possible to their condition immediately prior to such destruction; (c) if the improvements now located on the Theatre Property are damaged in a way which adversely affects or endangers the Premises or access thereto or the utilities therefor, then Lessor shall at its expense promptly repair and restore such portion of the improvements now located on the Theatre Property which are so damaged, except for the Premises which shall be repaired by Lessee using the proceeds of said insurance; and (d) if the Premises alone are damaged or destroyed, Lessee shall, using the proceeds of said insurance,

promptly repair and restore the Premises as nearly as possible to their condition immediately prior to such damage or destruction.

With respect to the provisions of Subparagraphs (b), (c) and (d) of this Paragraph 7.3, Lessee shall have the right, by notice to lessor, to elect not to make the replacement, restoration and repair required by such Subparagraphs by agreeing to a termination of this Lease effective within thirty days from the date of said notice; in the event of such termination, neither Lessor nor Lessee shall thereafter have the replacement, restoration or repair obligations set forth in said Subparagraphs, and Lessee shall retain the proceeds of said insurance.

7.4. At all times during the term of this Lease, Lessee shall at Lessee's expense also carry hazard insurance on Lessee's personal property located within the Premises as well as on all fixtures and equipment which, pursuant to the provisions of Article XI hereof, Lessee would have the right to remove upon termination of this Lease. Lessor shall have no interest in the proceeds payable under any such policy, and the disposition of such proceeds shall not be affected by this Lease.

7.5. Lessee, throughout the term of this Lease, shall, at his expense, carry and maintain in force public liability insurance insuring against risk of injury (including death) to persons and property upon, on or about the Premises. The policy for such insurance shall name both Lessor and Lessee as insured parties thereunder and shall have a limit of not less than \$1,000,000.00 per occurrence. Promptly after the commencement of the term of this Lease, Lessee shall furnish to Lessor a certificate showing such insurance to be in full force and effect and noncancellable without at least ten days prior written notice to Lessor.

So long as Lessee carries the liability insurance required by this Paragraph, Lessor shall limit its liability claims against Lessee to the coverage provided by such liability insurance.

So long as Lessor carries public liability insurance with limits of not less than \$1,000,000.00 per occurrence, Lessee shall limit his liability claims against Lessor to the coverage provided by such liability insurance.

ARTICLE VIII.

CONDEMNATION

8.1. Should, prior to completion of the Improvements, all of the Leased Space be condemned or taken under the power of eminent domain or should only a portion of the Leased Space be so condemned or taken and the portion remaining after the taking has no substantial value for residential purposes, then this Lease shall terminate on the date on which possession of the Leased Space is taken by the condemning authority, and the court having jurisdiction of the condemnation proceedings shall be requested by Lessor and Lessee to make separate awards to Lessor and to Lessee for the loss suffered by each of them, but, if the court does not do so, then the provisions of Section 8.5 hereof shall apply.

8.2. Should, prior to completion of the Improvements, a portion of the Leased Space be so condemned or taken and the portion remaining after the taking has substantial value for residential purposes, then this Lease shall not terminate, and Lessee shall have the Plans and Specifications modified to take account of such condemnation or taking and shall construct and complete the Improvements in accordance with such modified Plans and Specifications;

provided, however, that, if in such event Lessor by action of a majority of the membership of its Board of Trustees or Lessee shall disapprove of such modified Plans and Specifications, then this Lease shall terminate as of the date of such disapproval, and the condemnation award shall be divided between Lessor and Lessee as though this Lease had terminated pursuant to the provisions of Section 8.1 hereof; provided, however, that Lessor shall have no right hereunder so to disapprove such modified Plans and Specifications so long as such modified Plans and Specifications do not (i) eliminate any fire exits or (ii) result in a change in an exterior wall of the Theatre Property (other than any such change made necessary by such condemnation).

8.3. Should, after title to the Improvements has passed to Lessor pursuant to the provisions of Section 5.9 hereof, the Premises are condemned or taken under the power of eminent domain or should a portion of the Premises be so condemned or taken and the portion remaining after such taking have no substantial value for residential purposes, then this Lease shall terminate on the date on which possession of the Premises is taken by the condemning authority and the court having jurisdiction of the condemnation proceedings shall be requested by Lessor and Lessee to make separate awards to Lessor and to Lessee for the loss suffered by each of them, but, if the court does not do so, then the provisions of Section 8.5 hereof shall apply.

8.4. Should, after title to the Improvements has passed to Lessor pursuant to the provisions of Section 5.9 hereof, a portion of the Premises be so condemned or taken and the portion remaining after such taking has substantial value for residential purposes, then Lessor shall promptly restore the Premises as nearly as possible to their condition immediately prior to

such taking, and this Lease shall continue in full force and effect. In such event, the condemnation award shall be divided between Lessor and Lessee pursuant to the method set forth in Section 8.5 hereof.

8.5. If the parties are for any reason unable so to obtain separate awards, then any award made to the parties shall be divided as follows:

(a) First, if, pursuant to the foregoing provisions of this Article VIII, either Lessor or Lessee is obligated to restore the Premises, then the party so obligated shall be entitled to so much of the award as may be required for such restoration; provided, however, that if this Lease is terminated because of such condemnation, then no part of the award shall be devoted to such restoration.

(b) Second, there shall be paid to Lessee the value of the leasehold estate created hereby (including, without limitation, the value of the Improvements and any other improvements hereafter made by Lessee) immediately prior to the condemnation proceeding.

(c) Third, the entire remainder of the award shall be paid to Lessor.

ARTICLE IX.

TERMINATION RIGHTS OF LESSOR AND OF LESSEE

9.1. In addition to the termination right granted in Article XII hereof, Lessor shall, anything in this Lease provided to the contrary notwithstanding, have the following additional rights to terminate this Lease:

(a) Should Lessee become totally and permanently disabled and remain in such condition for 180 consecutive days or more and should, in the

opinion of the majority of a panel of three medical doctors to whom the matter is presented, it would be in the best interest of Lessee to be hospitalized or placed in a nursing home, then Lessor shall have the right to terminate this Lease by giving notice to Lessee in which event this Lease shall terminate on the ninetieth calendar day following the giving of such notice. Should termination pursuant to this provision occur prior to the fifteenth anniversary of the commencement date of this Lease, then notice of termination given pursuant to this Section 9.1.(a) shall be accompanied by payment to Lessee of the Unamortized Portion of the Cost of the Improvements (as hereinafter defined).

(b) Should the Board of Trustees of Lessor, at a meeting duly called and held for such purpose, determine by a favorable vote of two-thirds of the membership of the Board of Trustees that it would be in the best interest of Lessor to terminate this Lease, then Lessor shall have the right so to terminate this Lease by giving notice to Lessee in which event this Lease shall terminate on the ninetieth calendar day following the giving of such notice; such notice shall be accompanied by payment to Lessee of the Unamortized Portion of the Cost of the Improvements.

9.2. The term "Unamortized Portion of the Cost of the Improvements" shall be computed by multiplying the Cost of Construction (as defined in Section 5.1 hereof but for this purpose not to exceed \$75,000.00) by a fraction the numerator of which is the difference obtained by subtracting from 15 years the number of years which have elapsed between the date of this Lease and the date on which this Lease terminates under the provisions of Section 9.1 hereof, and the denominator is 15 years; 15 years is the composite useful

life of the Improvements as determined by the parties hereto. Where, under any provision of this Lease, Lessor becomes obligated to pay to Lessee the Unamortized Portion of the Cost of the Improvements, Lessor shall have the option to pay the amount due either in a lump sum or in 60 equal, successive monthly installments of combined principal and interest at the rate of ten percent (10%) per annum; said installments shall commence within thirty days of the date on which, except for this provision, the entire amount would have become due and payable to Lessee.

Unless Lessor has defaulted in the due observance or performance of its covenants and obligations hereunder, Lessor shall never have any liability to Lessee in excess of said Unamortized Portion of the Cost of the Improvements.

9.3. At any time after Lessee has complied with the provisions of Article V hereof, Lessee may terminate this Lease by giving notice to Lessor in which event this Lease shall terminate on the thirtieth calendar day following the giving of such notice. In such event, no payment shall be due by Lessor to Lessee or by Lessee to Lessor.

ARTICLE X.

UTILITIES TO BE FURNISHED BY LESSOR

10.1. In consideration of the rent paid by Lessee as provided for in Article III hereof, Lessor shall, during the term of this Lease, provide from Lessor's existing utility systems gas, cold and hot water, steam, electricity and sanitary sewer for the Premises and the residential use thereof, and Lessor hereby grants Lessee the right to connect to each of said systems as

necessary or desirable so that the Premises may utilize said gas, water, steam, electricity and sewer; provided, however, that Lessee shall cause said electricity to be separately metered for the Premises by Georgia Power Company or its successors and shall pay to such supplier the cost of such electricity for the Premises. While Lessor may, if it is in the best interest of Lessor to do so, terminate or discontinue the gas and steam utility systems serving the Premises, Lessor shall not terminate or discontinue any other of said utility systems or the furnishing of any other of said utilities unless an appropriate replacement therefor is provided by Lessor so that there is no unreasonable interruption in such utility services to the Premises.

Should the gas, water, steam or sewer furnished by Lessor pursuant to the provisions of this Article be insufficient for Lessee's residential use of the Premises, then Lessee shall, at his expense, provide such booster equipment and such additional utility services as Lessee shall desire.

10.2. Should, pursuant to the provisions of Article VII or Article VIII, Lessor be required to repair or restore the Premises or the Theatre Property, or both, following a casualty or condemnation, then following any such casualty or condemnation and during such repair or restoration Lessor shall continue to provide for the Premises the utility services which Lessor is obligated under Section 10.1 to provide for Lessee.

Where, under the provisions of this Lease, Lessee is obligated, after casualty or condemnation, to repair or restore the Premises, Lessor shall likewise provide for Lessee those utility services (as described in Section 10.1) necessary for such repair and restoration.

ARTICLE XI.

REMOVAL OF CERTAIN PROPERTY BY LESSEE

11.1. At or prior to the termination of this Lease, Lessee shall have the right to remove from the Premises (a) all of Lessee's personal property and (b) all fixtures, equipment and appliances which were the property of Lessee when installed and which are not called for by the Plans and Specifications; Lessee's right of removal herein granted shall not be affected by the fact that said personal property, fixtures, equipment and appliances may be connected by wire or pipe to the utility systems of the Premises.

Lessee shall, simultaneously with said removal, repair all damage to the Premises caused by such removal.

ARTICLE XII.

DEFAULT - REMEDIES

12.1. Should Lessee default in the observance or performance of his rent obligation as set forth in Article III hereof and fail to cure said default within sixty (60) calendar days after written notice from Lessor to Lessee to do so, or should Lessee default in performing any of the terms or provisions of this Lease (other than those of Article III) and fail to institute steps to cure said default within one hundred twenty (120) days after receipt of written notice from Lessor to Lessee to do so; or should a receiver be appointed for the Premises as a part of Lessee's property and such receiver not be removed within ninety (90) days after written notice from Lessor to Lessee to obtain such removal; or should Lessee voluntarily take

advantage of any debtor relief proceeding under any present or future law whereby any rental obligation of Lessee hereunder is, or is proposed to be, reduced or payment thereof deferred; or should Lessee make an assignment for the benefit of creditors; or should any of Lessee's property in the Premises be levied upon or attached under process against Lessee not satisfied or dissolved within ninety (90) days after written notice from Lessor to Lessee to obtain satisfaction thereof, unless Lessee is contesting said levy or attachment proceedings and has posted a bond or other security as required by law; then and in any of said events (each event being herein referred to as an "Event of Default"), Lessor may, at its option, at any time thereafter (but only during the continuance of such Event of Default) either (i) terminate this Lease by written notice to Lessee, whereupon this Lease shall end or (ii) exercise any other right or remedy given Lessor by law. If Lessor exercise its option under the foregoing to terminate this Lease, then Lessee will at once surrender possession of the Premises to Lessor and remove all of Lessee's effects therefrom, and Lessor may forthwith reenter the Premises and repossess itself thereof and remove all personal effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

In the event that Lessee is required to perform any act under this Lease in order to remedy a default, notice of which is required by the terms hereof to be given by Lessor, and if Lessee shall, in good faith, commence, within the time required therefor, to do the thing or things required to remedy such default and shall with diligence proceed therewith,

then the time for curing such default shall be extended until Lessee shall have had a reasonable opportunity completely to remedy the default.

Lessee covenants with Lessor that, at the expiration or sooner termination of this Lease, Lessee will peaceably yield up and surrender the Premises in the condition required by this Lease.

ARTICLE XIII.

ASSIGNMENT AND SUBLETTING

13.1. Without the prior written consent of Lessor, Lessee shall not assign this Lease not sublease all or any part of the Leased Space or the Premises.

ARTICLE XIV.

SUBORDINATION AND LESSEE PROTECTION

14.1. Upon written request of Lessor, Lessee shall promptly execute an appropriate instrument subordinating this Lease and his rights hereunder to those of the holder of any security deed, deed to secure debt or other similar security instrument hereafter encumbering the Premises; provided that, simultaneously with such execution by Lessee, the holder of such security instrument shall furnish to Lessee the valid, binding agreement of such holder (which agreement shall bind such holder and the heirs, executors, successors and assigns of such holder) in recordable form that, so long as no Event of Default (as defined in Section 12.1 hereof) has occurred and is continuing and the time period for cure thereof has expired with such Event of Default not having been cured, (a) such holder shall not, during the full term of this

Lease, disturb Lessee's possession of the Premises or the exercise by Lessee of all of the rights and privileges granted him by this Lease, (b) no purchaser at any foreclosure sale or other sale under any power contained in such security instrument shall have the right during the full term of this Lease so to disturb Lessee's possession of the Premises or the exercise by Lessee of all of the rights and privileges granted to him by this Lease; and (c) such holder or any such purchaser and their respective heirs, executors, successors and assigns shall, so long as they are the owners of the Premises or the Theatre Property, comply with all of Lessor's covenants and obligations to Lessee hereunder.

ARTICLE XV.

SIGNS

15.1. Lessee shall place no signs, placards or other advertisements on any exterior surface of the Premises or on the windows of the Premises.

ARTICLE XVI.

NOTICE

16.1. Any notice required or permitted to be given hereunder shall be sufficient if in writing and sent by U. S. Certified Mail, postage prepaid, to the party being given such notice at the following addresses:

Lessor: Fox Theatre
660 Peachtree Street, N.E.
Atlanta, Georgia, 30308
Attention: President

Lessee: c/o S&H X-Ray Company
1934 Cliff Valley Way, N.E.
Atlanta, Georgia 30359

Either party may change said address by giving the other party hereto notice of such change of address. Notice given as hereinabove provided be deemed given when deposited in the U. S. Mail and shall, unless sooner received, be deemed received by the party to whom it is addressed on the third calendar day following the date on which said notice is so deposited in the mail.

ARTICLE XVII.

REAL ESTATE COMMISSIONS

17.1. Lessor and Lessee expressly covenant, warrant and agree that no real estate agent or broker was involved in negotiating or consummating this Lease. If any claim is made for commissions, fees or other compensation in connection with this Lease, the party causing such claim shall hold the other party harmless against all such claim.

ARTICLE XVIII.

MISCELLANEOUS

18.1. Lessee will neither commit nor permit waste upon the Premises.

18.2. The words "Terminate" or "Termination" wherever used herein shall refer to the end of this Lease whether due to the expiration of the term hereof or the earlier ending of this Lease in accordance with the terms and provisions hereof. If Lessee remains in possession after the termination of the term of this Lease without any written agreement of the parties, Lessee shall be a tenant at will and there shall be no renewal of this Lease by operation of law.

18.3. In the event Lessee is delayed in the construction or completion of the Improvements (i) by any act, neglect or default of either Lessee's architect, contractor, subcontractors or suppliers or of Lessor; (ii) by fire, delays in transportation, acts of God, acts of war or labor disputes; (iii) by casualty or calamity for which Lessee is not responsible; or (iv) by any event which is not under the control of Lessee, then the time fixed herein for completion of the Improvements shall be automatically extended for a period or periods equal to the amounts of time lost by reason of each such cause.

18.4. No failure of Lessor to exercise any power given Lessor hereunder or to insist upon strict compliance by Lessee with his obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

18.5. Wherever reference is made herein to "Lessor" or "Lessee", such reference shall be construed to include and bind the heirs, executors, successors and permitted assigns of the Lessor or Lessee as the case may be.

18.6. The title and captions of the provisions of this Lease are merely descriptive and are not representations of matters included within, or excluded from, such provisions; such titles and captions shall not be used in construing this Lease.

18.7. Time is of the essence of this Lease.

18.8. This Lease shall be controlled by and construed in accordance with the laws of the State of Georgia.

ARTICLE XIX.

SECURITY

19.1. In order to furnish evidence of one of the factors strongly influencing the Board of Trustees of Lessor to enter into this Lease, this Section 19.1 is inserted here.

Both Lessor and Lessee have a strong interest in the permanent preservation of the Fox Theatre and the Theatre Property, and it is the mutual feeling of Lessor and Lessee that Lessee's occupancy of the Premises will be an added security measure for the Theatre Property in that Lessee is perhaps the person best qualified to prevent damage to or destruction of the Theatre Property from an unexpected occurrence or intrusion.

In addition, it is anticipated that, in the future, an electronic security monitoring system can be obtained for and installed in the Theatre Property and that a remote station of such system will be installed within the Premises (and Lessor hereby reserves the right so to install such system at Lessor's expense so long as such installation is done in a manner and at a location not injurious to the appearance or utility of the Premises) so that, while Lessee is within the Premises, he will be in a position to be alerted by audible signals from such system and, when so alerted, to monitor visually from such system occurrences and intrusions within the Theatre Property so that appropriate emergency action can be taken immediately.

However, it is not the intent of this Lease to place upon Lessee any legal obligation with respect to the subject matter of this Section 19.1 but rather to express the expectation that added security protection for

the Theatre Property will be a natural outgrowth of the consummation of this Lease.

ARTICLE XX.

ENTIRE AGREEMENT

20.1. This Lease constitutes the whole and entire agreement between the parties with respect to the subject matter hereof, and no representations of any kind not expressly contained within this Lease shall be binding on either party.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed and its seal affixed by its officers duly authorized thereunto, and Lessee has hereunto set his hand and seal, the day and year first above written. In Duplicate.

As to Lessor:
Signed, sealed and delivered
in the presence of:

Emily M. McElroy
Unofficial Witness

Jewell M. Strickling
Notary Public
Notary Public, Georgia, State at Large
My Commission Expires Feb. 23, 1980

LESSOR:

ATLANTA LANDMARKS, INC

By: [Signature] (SEAL)
President

Attest: E. Harold Stokes (SEAL)
Treasurer

By: [Signature] (SEAL)
Chairman of the Board

(Affix Corporate Seal)

As to Lessee:

Signed, sealed and delivered
in the presence of:

Emily Jane McElroy
Unofficial Witness

Jewell M. Strickling
Notary Public
Notary Public, Georgia, State at Large
My Commission Expires Feb. 23, 1960

LESSEE:

Joe G. Patten (SEAL)
JOE G. PATTEN

EXHIBIT "A"

DESCRIPTION OF THE "LEASED SPACE"

That portion of the Fox Theatre Building (which Building is hereinafter described) which lies south of, is now entered through and (as to the Main Level of the Leased Space) is on approximately the same level with (although slightly above), the Grand Salon of the Fox Theatre Building, which portion includes: (i) all of the level (the "Main Level") which is identified in attached drawing Exhibit "A-1" as containing the "Shrine Office", the "Recorder's Office" and the "Committee Room", as well as the two bathrooms adjacent thereto; (ii) all of the level (the "Upper Level") which is identified in attached drawing Exhibit "A-2" as containing, on three different levels, three separate "File Rooms" and stairways connecting said three levels together with related areas reached from the Upper Level; (iii) the stairway which connects the Main Level with the Upper Level and the related landings; (iv) the stairway, stairwell, landing, lobby and entrance areas which lie between the south wall of the Grand Salon at its southeast corner on the one hand, and, on the other, Ponce de Leon Avenue; said portion is shown in said Exhibit "A-1" and, as well, in Exhibits "A-3" and "A-4" attached hereto; provided, however, that the Leased Space contains no right of access to the Grand Salon itself (except during construction of the Improvements); and provided further, that the part of the Leased Space described in this item (iv) is subject to an easement reserved by Lessor (a) for use of said part as an emergency and fire exit for the Grand Salon and other areas of the Fox Theatre Building and (b) for compliance with laws, ordinances and regulations relating to the maintenance of a fire and emergency exit in, over and through said part; and (v) an easement for access, and for ingress and egress between said Upper Level of the Leased Space and Ponce de Leon Avenue in, over, across and through the interior fire escape stairway lying to the west of the Leased Space and extending downward to Ponce de Leon Avenue from approximately the level of the Upper Level; the easement area is designated in blue in Exhibits "A-2" (opposite the arrow and the word "access") as well as "A-1", "A-3" and "A-4".

Said Exhibits "A-1" through "A-4" inclusive are incorporated herein by reference and made a part hereof.

The outer extremities of the Leased Space (other than the easement designated in blue) are marked in red on Exhibits "A-1" through "A-4".

The Fox Theatre Property (as referred to above and in Paragraph 3.3 of this Lease) is located in Land Lot 49 of the 14th District of Fulton County, Georgia and is more particularly described in Limited Warranty Deed to Lessor dated June 25, 1975, and recorded in Deed Book 6293, at Page 477, Fulton County, Georgia records.

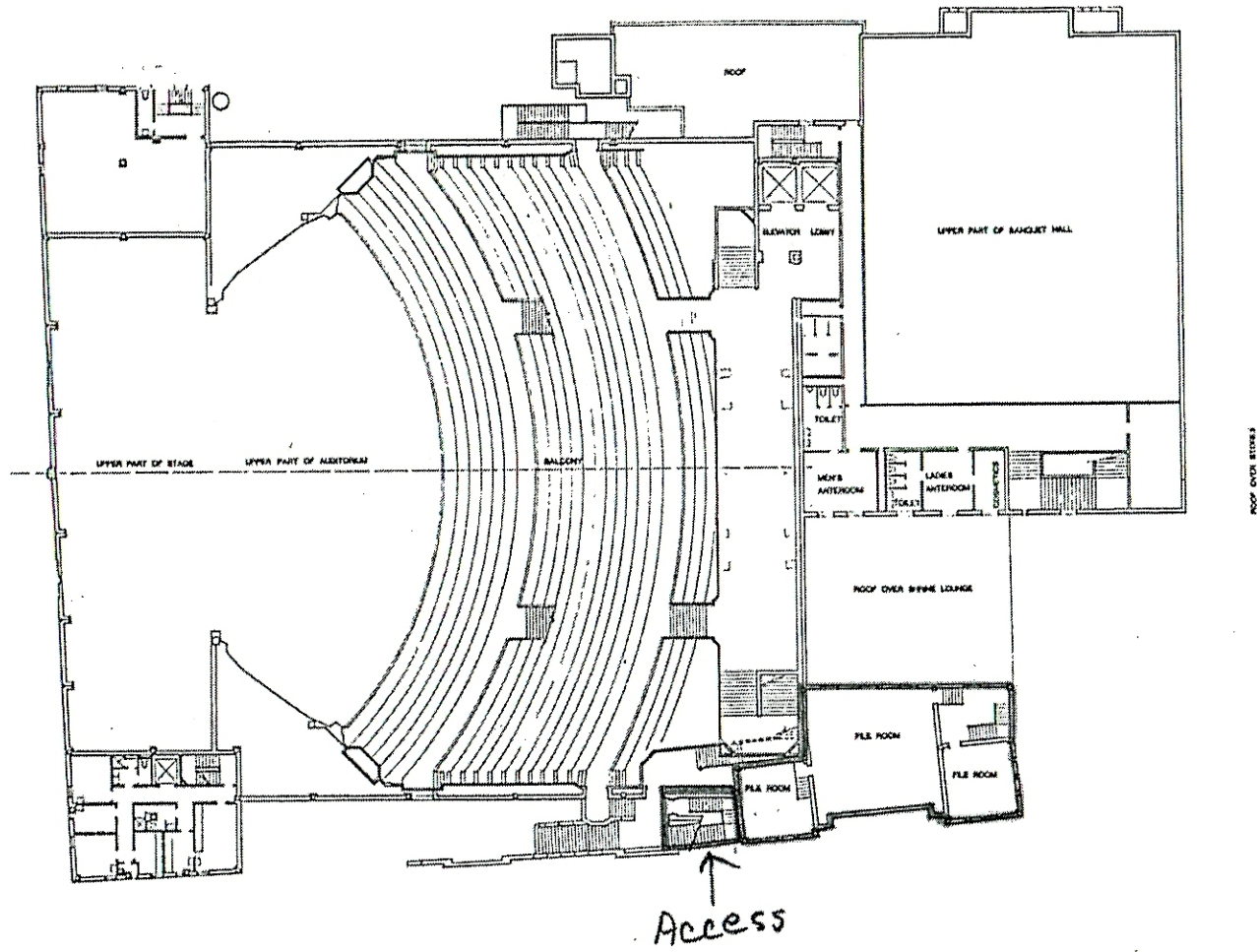


EXHIBIT A-2

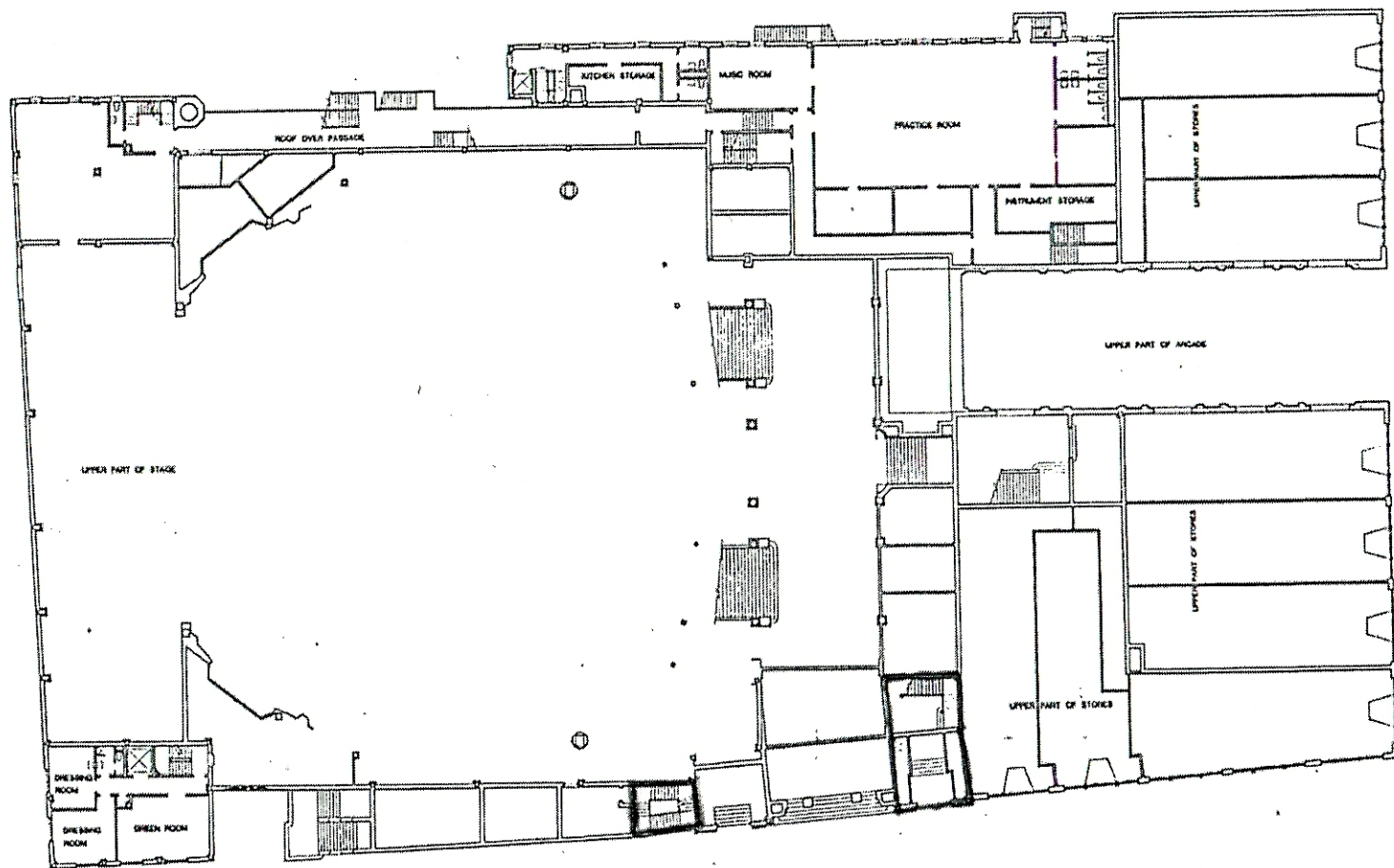
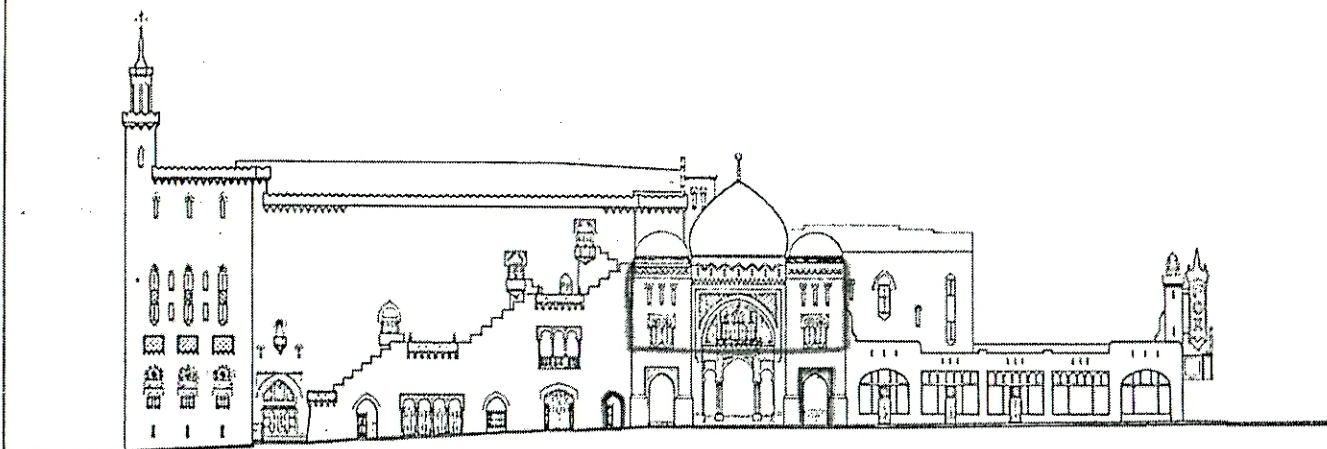
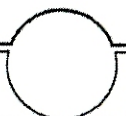


EXHIBIT A-3



DATE	BY	REVISION	NO.	DATE	REVISION

THE FOX THEATRE



Abreu & Robeson, Inc.
Architects and Engineers
135 Madison Street, N.W. Atlanta, Ga. 30303

DESIGNED	DATE	BY
CHECKED	DATE	BY
DATE	DATE	DATE
DATE	DATE	DATE
DATE	DATE	DATE

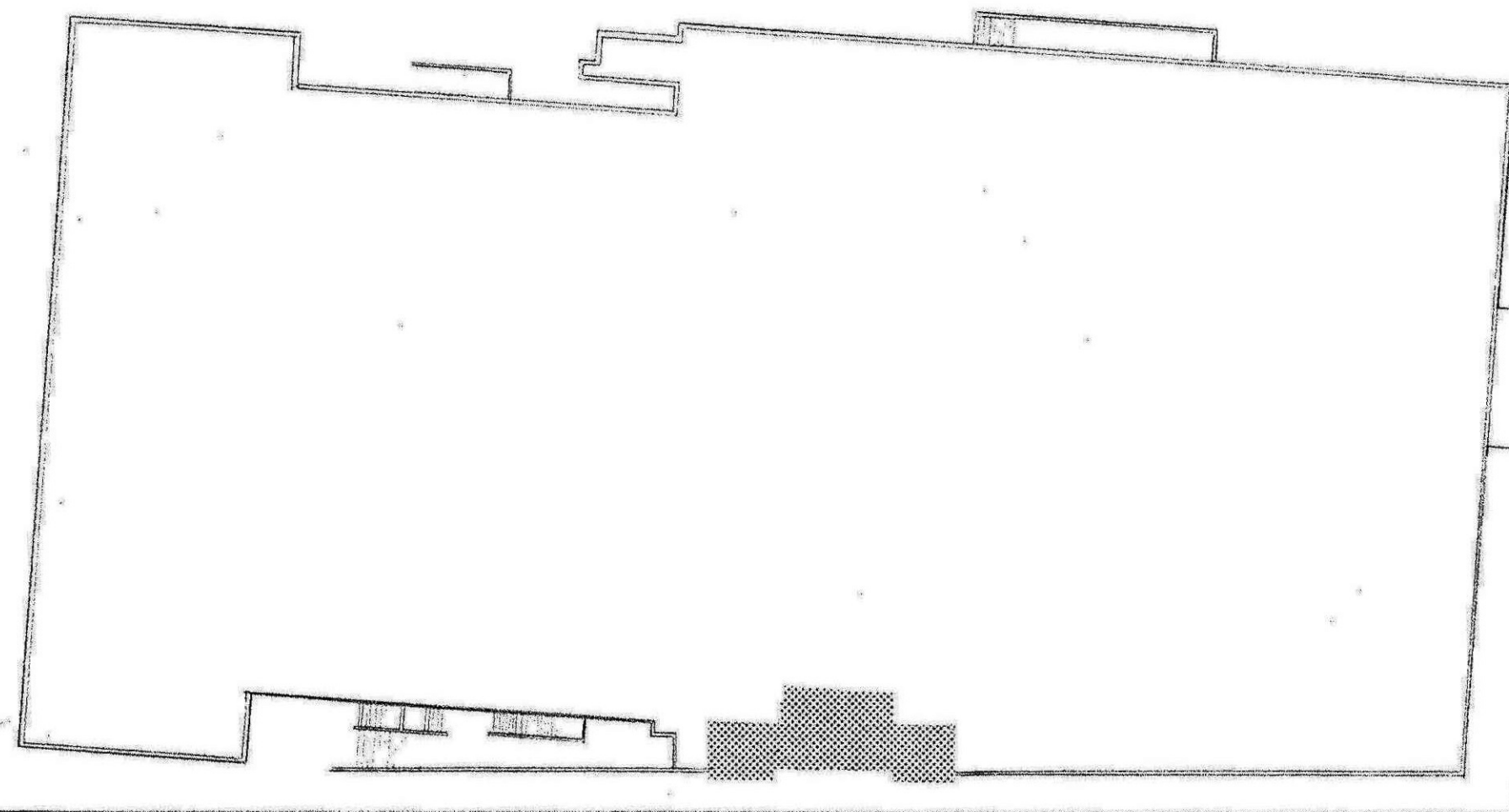
EXHIBIT A - 4

EXHIBIT "B"

DESCRIPTION OF THE "PLANS AND SPECIFICATIONS"

Those Plans and Specifications entitled "Fox Apartment, Fox Theatre, Atlanta, Ga." by Arkhora Associates, Job No. 9710, dated 19 October 1979 and consisting of Sheets Nos. G-1, A-1 through A-23 inclusive, M-1 through M-4 inclusive, and E-1 and E-2.

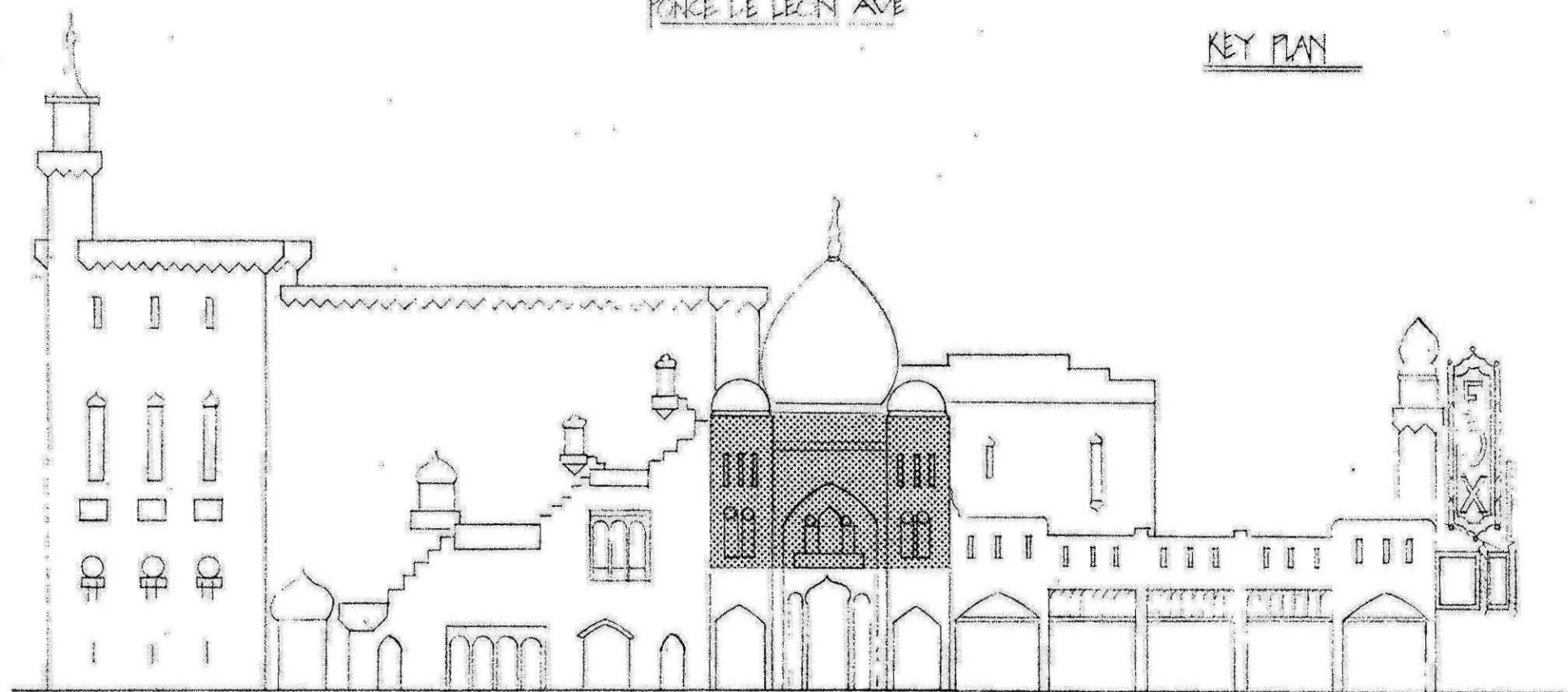
H. Anthony Smith is the Registered Architect certifying to said Plans and Specifications.



PEACHTREE ST.

PONCE DE LEON AVE

KEY PLAN



PONCE DE LEON ELEVATION

INDEX OF DRAWINGS

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DEMOLITION & PREPARATION PLAN	A2
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UPPER LEVEL FLOOR PLAN	A4
MAIN LEVEL REFL. CEILING PLAN	A5
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ELECTRICAL PLAN	E2

FOX APARTMENT

FOX APARTMENT
FOX THEATRE ATLANTA, GA.

Revisions

No.	Date	No.	Date	No.	Date

ARKHORA
ASSOCIATES

1412 W. PEACHTREE ST. NW ATLANTA, GA 30309 872-2218

Date: 19 Oct '79

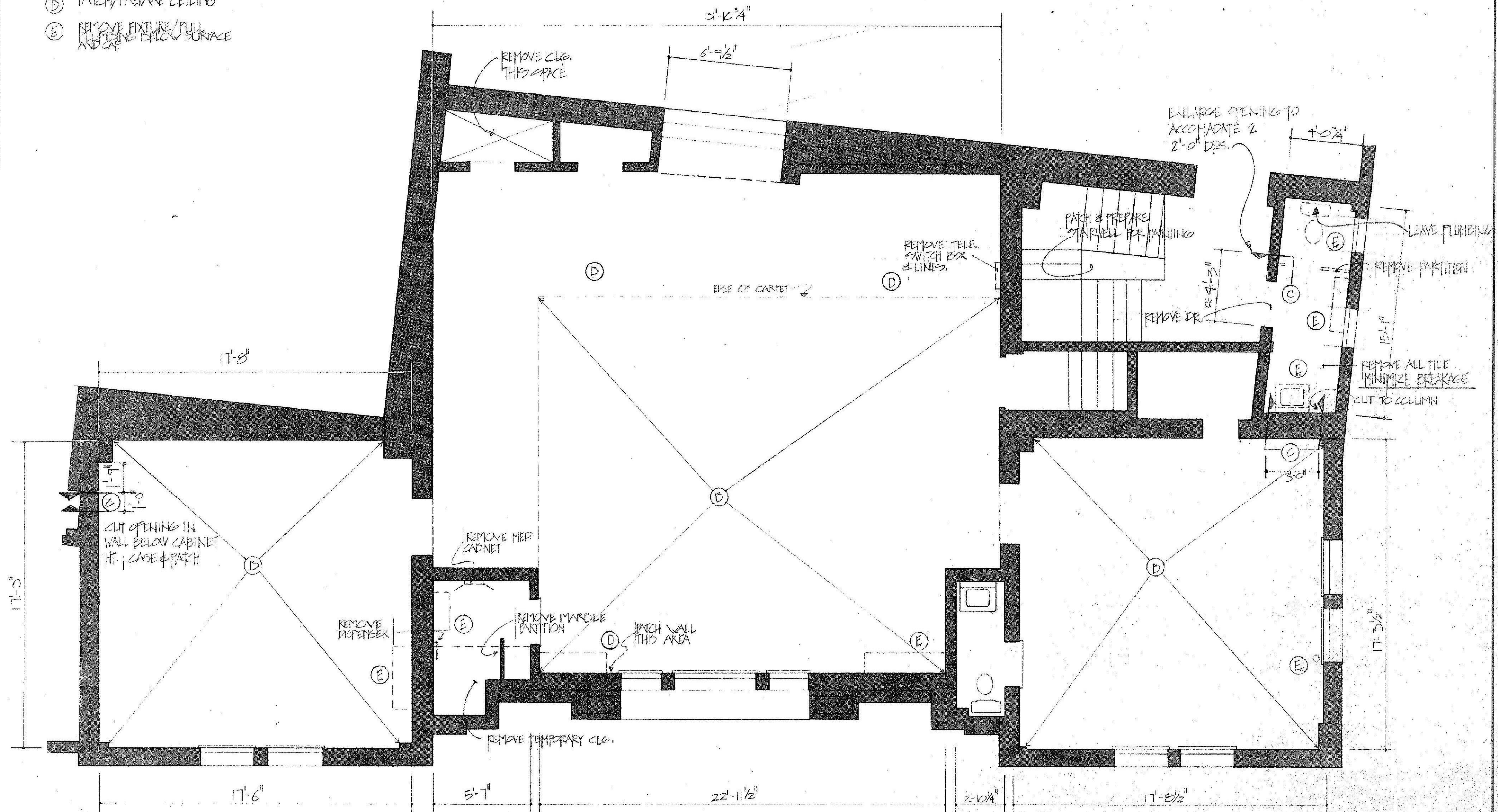
Job No. 9710

Sheet No.

GI

LEGEND

- (A) REMOVE PARTITION
- (B) REMOVE CARPET/REPAIR FLOOR
- (C) REMOVE WALL/ENLARGE OPENING
- (D) PATCH/PREPARE CEILING
- (E) REMOVE FIXTURE/PULL PLUMBING BELOW SURFACE AND CAP



SCALE: 1/4" = 1'-0"

MAIN LEVEL DEMOLITION AND PREPARATION PLAN

FOX APARTMENT
FOX THEATRE ATLANTA, GA.

Revisions					
No.	Date	No.	Date	No.	Date

ARKHORA
ASSOCIATES

1412 W. PEACHTREE ST. NW ATLANTA, GA 30309 872-2218



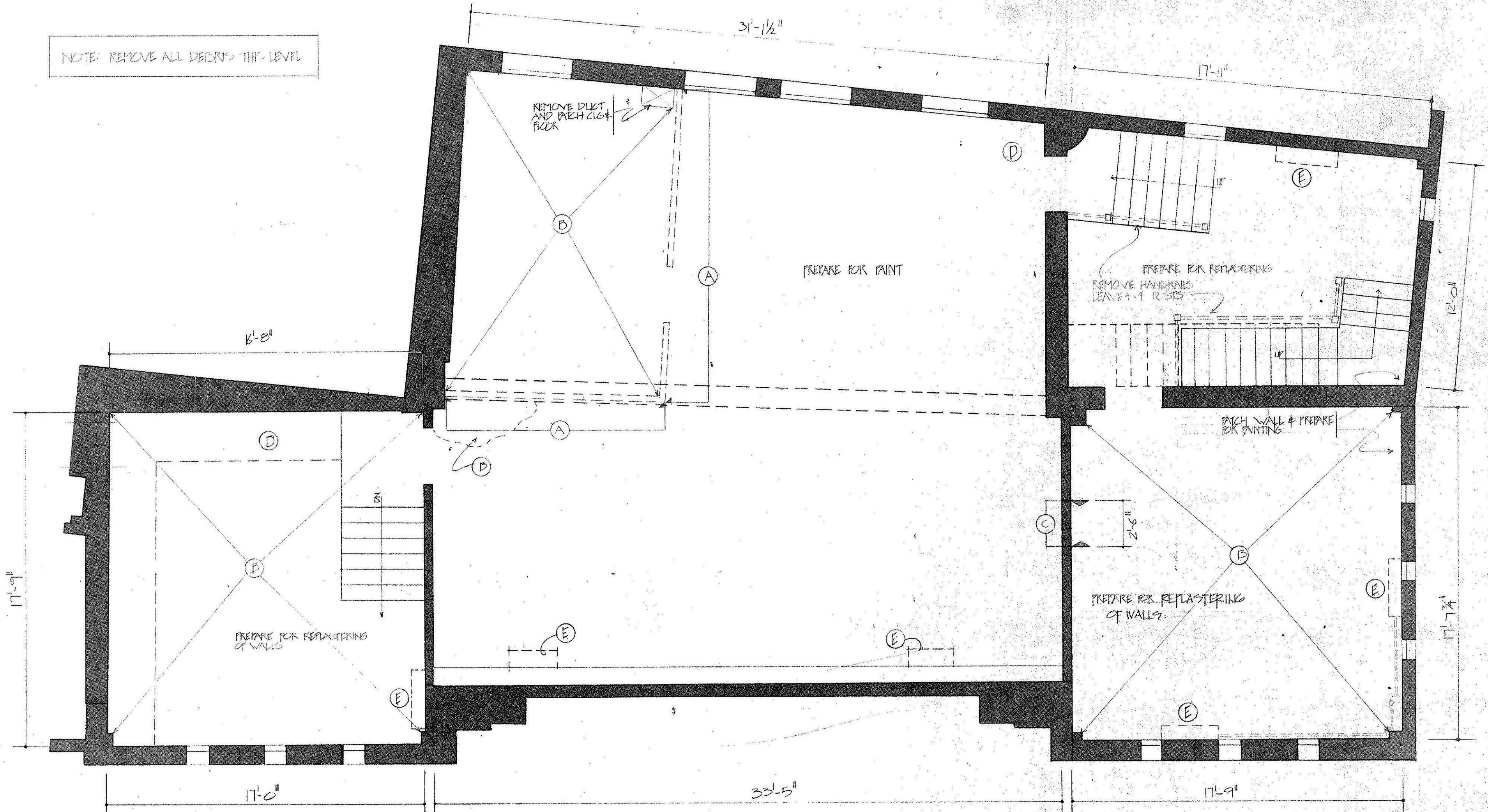
Date: 11/01/79
Job No: 9710

Sheet No.
A1

LEGEND

- (A) REMOVE PARTITION
- (B) REMOVE CARPET/REPAIR FLOOR
- (C) REMOVE WALL/ENLARGE OPENING
- (D) PATCH/PREPARE CEILING
- (E) REMOVE FIXTURE/PULL PLUMBING BELOW SURFACE AND CAP

NOTE: REMOVE ALL DEBRIS THIS LEVEL



SCALE: 1/4" = 1'-0"

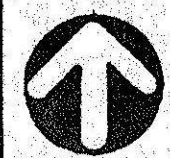
UPPER LEVEL DEMOLITION AND PREPARATION PLAN

FOX APARTMENT
FOX THEATRE ATLANTA, GA.

Revisions					
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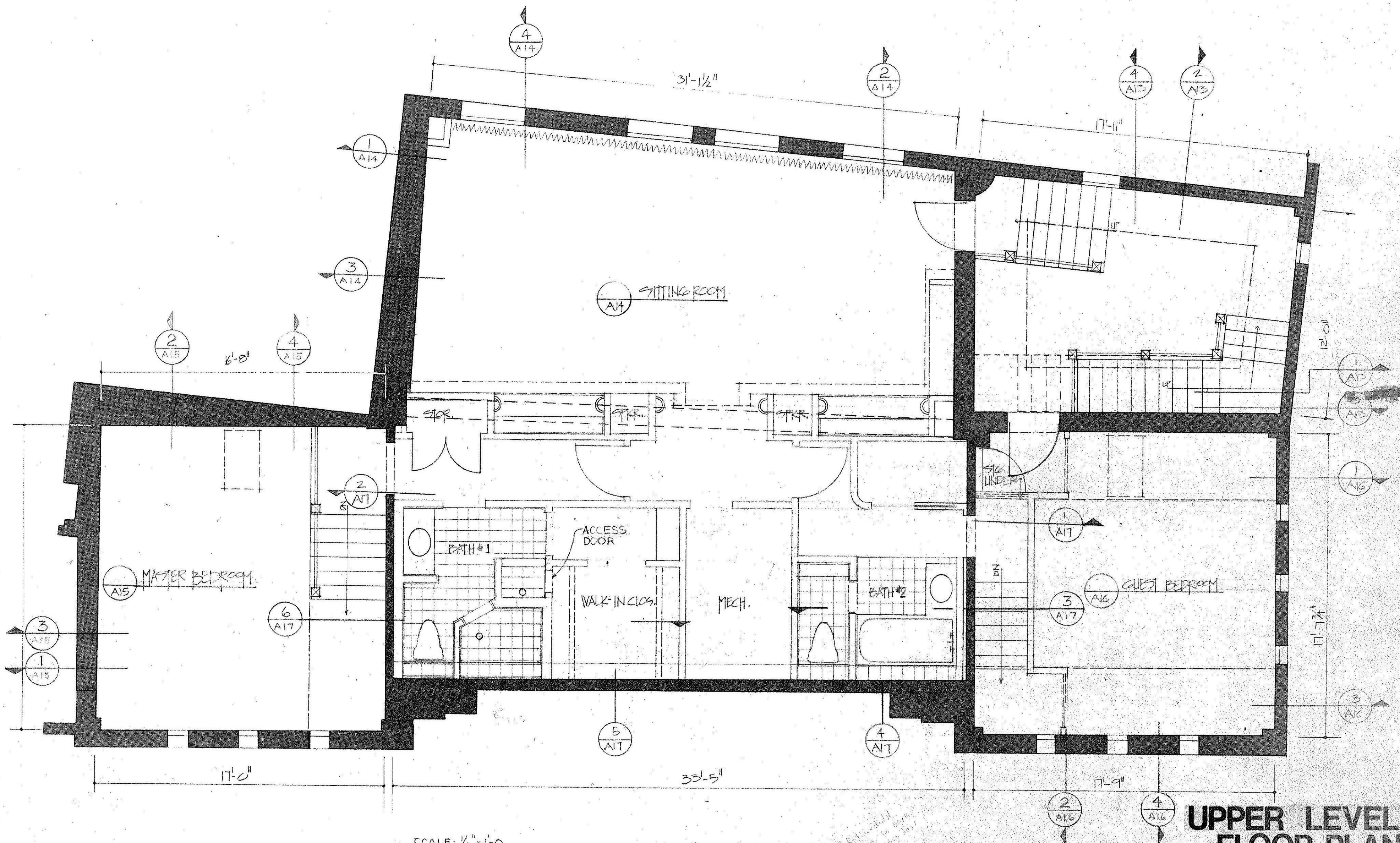
ARKHORA
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1412 W. PEACHTREE ST. NW ATLANTA, GA 30309 872-2218



Date: 11 Oct '11
Job No. 9710

Sheet No.
A2



FOX APARTMENT
FOX THEATRE ATLANTA, GA.

Revisions					
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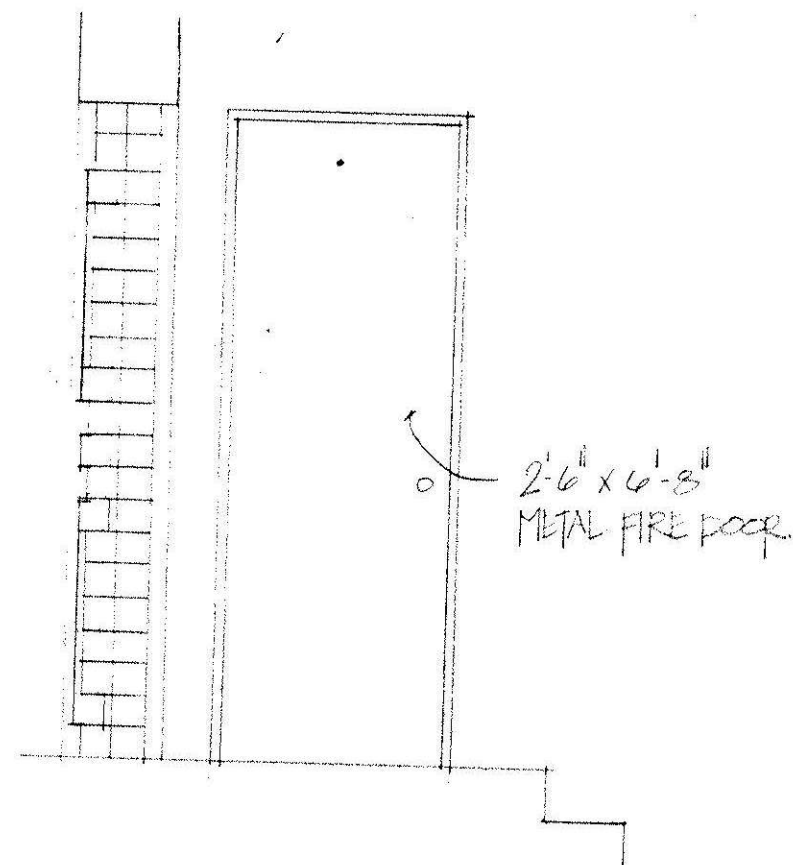
ARKHORA
ASSOCIATES

1412 W. PEACHTREE ST. NW ATLANTA, GA. 30309 872-2218

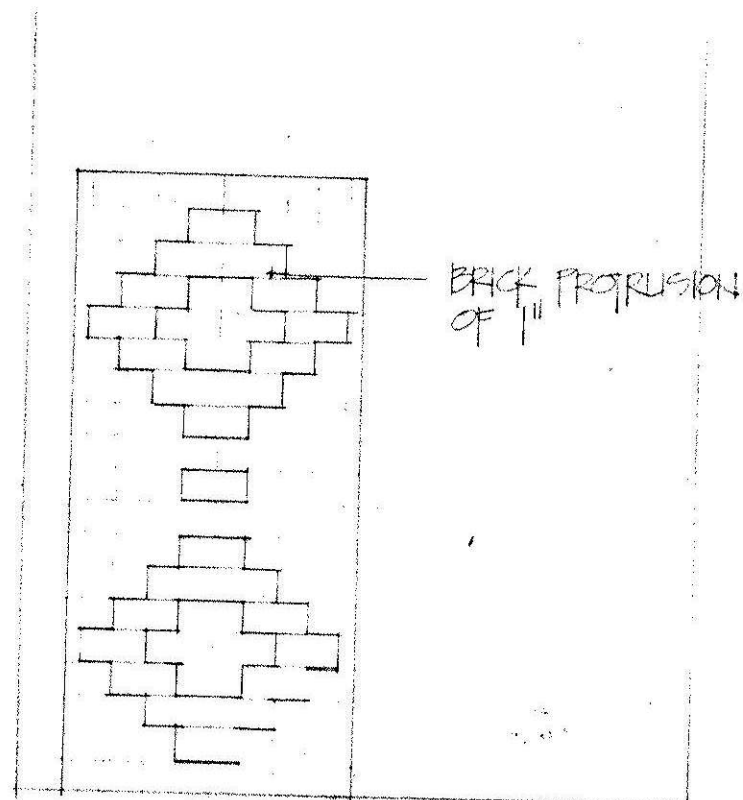


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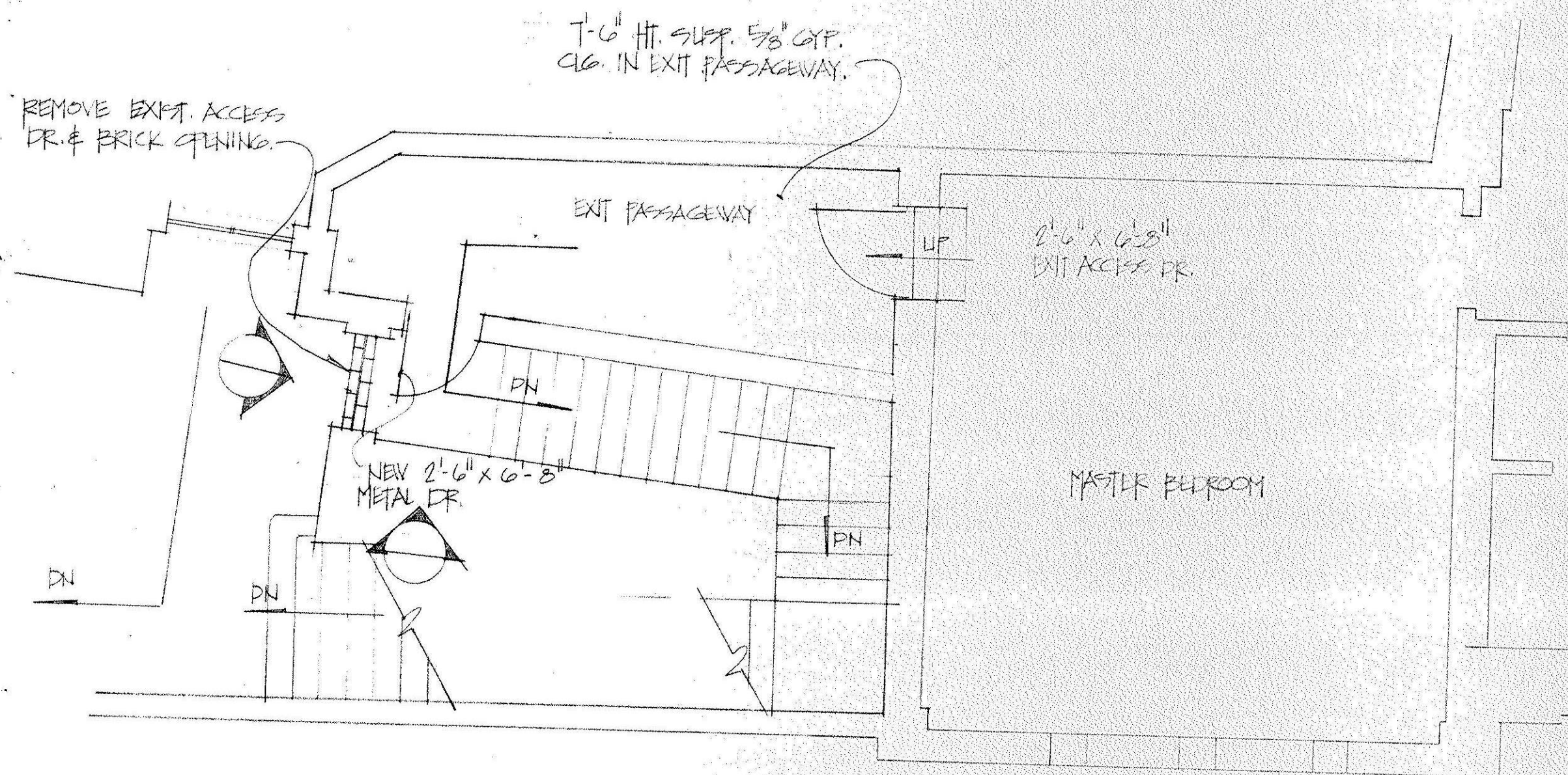
Sheet No.
A4



NEW FIRE ACCESS DR.
1/2" = 1'-0"



BRICKED OPENING
A-19
1/2" = 1'-0"



SCALE: 1/4" = 1'-0"

DETAILS

FOX APARTMENT
FOX THEATRE ATLANTA, GA.

Revisions					
No.	Date	No.	Date	No.	Date

ARKHORA
ASSOCIATES

1412 W. PEACHTREE ST. NW ATLANTA, GA 30309 872-2218

Date: 11/04/79
Job No. 9710

Sheet No.
A19